2062.

SUPREME COURT OF THE UNITED STATES.

No. 176.

CYRUS H. McCORMICK, APPELLANT,

vs.

CHARLES M. GRAY & WM. B. OGDEN.

APPEAL FROM THE CIRCUIT COURT, U. S., FOR ILLINOIS.

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GIDEON, printers.

Proceedings in the circuit court of the United States of America, for the district of Illinois, before the honorable Nathaniel Pope, judge of the district court of the United States, for said district of Illinois, and in the absence &c., pro tempore, of the honorable John McLean, one of the justices of the Supreme Court of the United States of America, sole judge of said circuit court, "in chancery sitting," on Monday, the twenty-fourth day of December, of the term of December, in the year of our Lord one thousand eight hundred and forty-nine, and of our independence the 74th year.

DISTRICT OF ILLINOIS, *sct:*

Cyrus H. McCormick puts in his place James H. Collins, his solicitor, against Charles M. Gray and William B. Ogden, defendants in a bill in chancery, filed in the clerk's office of said court.

DISTRICT OF ILLINOIS, *sct:*

Be it remembered, that on the twenty-third day of June, in the year of our Lord one thousand eight hundred and forty-nine, came the said complainant, by his said solicitor, into the clerk's office of said circuit court, and filed his bill of complaint, which is as follows, to wit:

Circuit court of the United States, for the district of Illinois.

To the judges of the circuit court of the United States, for the district of Illinois.

Cyrus H. McCormick, of Rockbridge county, in the State of Virginia, and a citizen of the State of Virginia, brings this his bill against Charles M. Gray and Wm. B. Ogden, of the city of Chicago and State of Illinois, and both of them citizens of the State of Illinois; and thereupon your orator complains and says, that your orator being the inventor and patentee of a valuable invention, called "McCormick's patent Virginia reaper," and being desirous of manufacturing the same for sale in the State of Illinois and Wisconsin, on or about the thirtieth day of August, in the year of our Lord eighteen hundred and forty-seven, entered into a negotiation with the said Charles M. Gray to form a copartnership with your orator, for the manufacture of said reaper, and after considerable conversation between your orator and said Gray upon the subject, it was agreed between your orator and said Gray to purchase of William B. Ogden, of said city, water lots twenty-six, twenty-seven, and twenty-eight, in Kimzie's addition to Chicago, and erect thereon the necessary buildings for the carrying on of said business, and to enter into a copartnership for the manufacture of said reapers; and to that end your orator and said Gray did, on the said thirtieth day of August, in the year aforesaid, enter into a contract with said Ogden for

the purchase of said lot, for the purposes aforesaid; and did also enter into articles of copartnership with each other in said business, which said articles were duly signed and sealed, and are, as your orator verily believes, in the words and figures following, that is to say, "articles of an agreement, made and entered into this 30th day of August, 1847, between Cyrus H. McCormick, of the State of Virginia, of the one part, and Charles M. Gray, of the city of Chicago, in the State of Illinois, of the other part, for the manufacture of the said 'McCormick's patent Virginia reaper,' (and any other machinery that said parties shall agree to manufacture,) witnesseth:

First. That said McCormick and Gray agree to manufacture (in time) for the harvest of 1848, five hundred of said reapers, on the following terms, viz: 1st. They shall be equal partners in the whole expense of said manufacturing, each furnishing his half of the capital required as said business progresses to its completion, for providing all necessary materials, labor, &c.; and it is further agreed and provided that they proceed forthwith to erect a suitable shop, and other necessary buildings, upon certain lots of ground this day purchased, by said parties, of W. B. Ogden, and situate in Kimzie's addition to Chicago, and known as water lots 26, 27, and 28, in said addition; and also that they purchase and provide all necessary machinery and power to operate the same, for said shop and buildings, for the convenient manufacture of said five hundred reapers as aforesaid, as soon as practicable, and that each of said parties shall furnish his half of the capital required for the same; and that said lot of ground and its appurtenances shall stand as the property of said McCormick and Gray, subject to the provisions of this agreement hereinafter mentioned, and that said business shall be conducted under the name and style of McCormick and Gray.

2nd. Said reapers are to be disposed of any where in the State of Illinois, excepting the counties of Kane, Kendall, De Kalb, and La Salle, and in any part of the territory of Wisconsin, in which named territory (including the State of Illinois, excepting said four counties,) no others of said reapers are to be sold for the harvest of 1848, until said five hundred shall all have been disposed of, which is to be done on the guarantee of the present year for the sale of said reapers, as to its construction and performance, at $120; thirty dollars of which to be made payable on delivery, and the remaining ninety dollars on the 1st day of December, 1848, (or the said $90 may be divided, and made payable, $45 on the 1st day of November, 1848, and $45 on the 1st day of January, 1849,) and when required to be shipped, transportation is not to cost the purchaser, to any navigable point, more than the actual cost of the same, and in no case to exceed five dollars.

3rd. For each reaper sold of said five hundred as aforesaid, said McCormick & Gray, as manufacturers, agree to pay to said McCormick, as his patent fee, on the 1st day of December, 1848, thirty dollars. The thirty dollars to be advanced by purchasers on receiving said reaper, is to be equally divided between said McCormick & Gray, and after said McCormick & Gray shall have paid said McCormick his

said patent fees, as due upon sales of said reapers, and after payin all expenses of selling and collecting the money for said reapers, the remaining proceeds of sales of the same are to be divided equally between said McCormick & Gray, as they may accrue. And should any of said five hundred reapers, from any cause, remain unsold for the harvest of 1848, they are to be disposed of for the harvest of 1849, any where in said territory, or any where in any other territory owned by said McCormick at the time of sale, on the same terms as aforesaid.

4th. Orders for said reapers are to be procured by agents of good standing and character, on the best terms that can be effected, and by agreement of said McCormick and Gray.

5th. It is agreed that the said Gray shall forthwith enter upon the management and superintendence of said business, of providing materials for the immediate construction of said buildings, and the requisite machinery for the same for the construction of said reapers; and that he shall continue to prosecute the same faithfully (to the best of his ability) to the completion of the whole, and to the close of the harvest of 1848, with the advice of the said McCormick throughout, as far as can be done, and assistance as far as necessary, and it can be given, said Gray keeping regular and correct accounts, which shall be subject to the inspection of said McCormick at any time; and for which services said Gray is to be allowed for the year a salary of one thousand dollars, including the use of his tools and machinery for said business; and for any time that said Gray shall lose, or apply to his own private business, a proportional deduction is to be made from said salary; necessary travelling expenses also to be charged to the concern; and for time actually spent by said McCormick in harvest, or in necessarily attending to the said business, he is to be allowed two dollars per day, and expenses; collections after the close of the harvest of 1848, to be made on the best terms that can be effected, by agreement of said parties.

6th. Said reapers are to be made of good materials and in a workmanlike manner, and well painted, on the plan of those made for the present harvest, except a good steel step bolted to the out hound, for the crank to run in; an iron pin (with a screw and nut) through the lever and wooden driver; a longer pin through the centre of the wooden lever, with a suitable brace to the top of it; main axle 1⅛ in. diameter, tongue bolts ⅝ in. thick; some of the timbers a little heavier; and sheet iron on the front of the platform.

7th. Should either of said parties fail to fulfil his part of this said agreement he is to be held liable for any damages that may result from such failure; and the whole of the property provided under this agreement, together with said lot of ground and its appurtenances, is to stand pledged to the other, in the nature of a mortgage, to make good the same.

8th. It is further agreed and provided that, at the close of the harvest of 1848, said Gray shall have the right to continue to manufacture said reapers for the exclusive supply of said named territory, (of Wisconsin and Illinois, except the said counties,) with said McCormick, for the

harvest of 1849, on the same terms as aforesaid for the harvest of 1848, provided that this contract shall have been carried through as agreed on said Gray's part; and that said Gray shall then agree to manufacture as many of said reapers for the harvest of 1849 as said McCormick shall desire to do, with the provision that if not all sold in said territory of Wisconsin and Illinois, except said counties, they may be sold anywhere else in territory not otherwise disposed of at the time of sale; and provided, also, that if said Gray shall not agree to unite with said McCormick in the manufacture of as many of said reapers as said McCormick shall wish to manufacture for said territory, he shall have the right to unite in the manufacture of any number he may choose to designate; but with the further provision that, if said number designated be less than five hundred, his salary shall be to one thousand dollars as said number designated shall be to five hundred; and provided, further, that said McCormick shall have the right to have any additional number made in said shop, on his individual account, under the management of said Gray, as aforesaid, by furnishing the required proportion of funds for the same; for which services said Gray to be paid by said McCormick in proportion to the number made for said McCormick, as one thousand to five hundred; and it is further provided, that said number which may be designated by said Gray is to be disposed of to order before others can be disposed of in said territory of Wisconsin and Illinois, except said four counties; but it is understood that, in that case, said McCormick shall have the right to employ faithful and responsible agents to procure orders for said reapers, for said McCormick & Gray, on the usual terms of commission.

9th. But if, at the close of the harvest of 1848, said Gray shall desire to terminate this business, he shall have the right to propose a price to said McCormick (should they not be able to agree upon the same) which he will either give for said McCormick's interest in said lot of ground, with all buildings and appurtenances thereto belonging, or take for his interest in the same, and said McCormick shall be bound to give or take accordingly; provided, however, that the price so proposed shall be made payable in three equal instalments, at three, six, and nine months' time, satisfactorily secured, and the security arranged previous to making said proposition; and provided, also, that whatever part of the price of said lot shall not have been paid by said McCormick & Gray, at the time of making such proposition as aforesaid, the same shall also be arranged previous to said proposition, so that the party who shall get said lot and appurtenances shall assume the payment of said balance standing unpaid on said lot, to the satisfaction of the person holding the claim for said balance, and to the entire release of the other party.

And if said McCormick and Gray shall continue said business for the second year, (harvest of 1849,) as aforesaid, and at the close of the harvest of 1849 they shall not agree to continue any longer, one of said party shall then propose a price which he will either take for his interest in said property, on terms in all respects as above, or give for the interest

in said property of the other party, and the other party shall be bound to give or take accordingly; the question as to which shall make the said proposition to be decided by drawing, if not agreed on.

It is further provided that, as the said Gray has this day made the first payment of one thousand dollars on said lot of ground, he is to put into the concern for present use, to be deposited with J. H. Burch & Co., one thousand dollars cash, additional, and said McCormick is to deposit two thousand dollars for the same, subject to the order of said Gray for McCormick and Gray.

And it is further provided that said Gray is to purchase with his own individual means, as soon as it can be done, all the bar iron, steel, nails, and sheet iron required for said five hundred reapers, a bill of which is to be made out immediately, and also a ten-horse-power steam engine, together with all other machinery and tools required for said business that can be got in said city of Chicago; and should said Gray purchase any (or all) of the foregoing property on a credit, it is to be done on his individual account and in his individual name, with the understanding, with the persons of whom the same shall be purchased, that the same is for said McCormick & Gray; and said Gray is to take a statement from said person (or persons) that he alone is individual[ly] held bound for said property, and not said McCormick & Gray; which statement (or statements) is to be placed in the hands of said McCormick or his agent; and should said property, or any part thereof, be bought at a price higher than the same could be bought at for cash, a proportional allowance is to be made to said McCormick for such difference; and said McCormick is to deposit with said J. H. Burch & Co., on the 1st day of November, or not later than the 15th day of November next, an additional one thousand dollars cash, subject to said Gray's order, as aforesaid, and another one thousand dollars, in like manner, not later than the 15th day of December next, and on the 1st day of January next, and monthly thereafter, to deposit in like manner whatever sum may be required to make up his half of the capital required for the business, as herein before provided; monthly statements, on and from the 1st day of November next, are to be forwarded by said Gray to said McCormick (if not present), of the amount of his individual capital applied to said business, and for what purpose, as well as of the capital with said J. H. Burch & Co., and of the probable amount which will be required from time to time.

It is further agreed that $112 cash on delivery may be taken for one or more of said reapers, by paying, at the time of sale, said McCormick's patent fee of $30 out of each sale.

In witness whereof we, the parties, have set our hands and affixed our seals the day and year first above written.

CYRUS H. McCORMICK, [L. S.]
CHA'S M. GRAY. [L. S.]

In presence—
EDWIN R. LA BAR.

And your orator further showeth unto your honors that, after the said articles of copartnership were signed and delivered, your orator and said Gray immediately proceeded to erect a suitable building for a shop, and other necessary buildings and fixtures, upon said water-lots 26, 27, and 28, so purchased of said Ogden, and to provide the necessary machinery, tools, and materials for the manufacture of said reapers; and on or about the seventh day of September, in the same year, your orator deposited with said J. H. Burch & Co. the said sum of two thousand dollars, for the use of said McCormick & Gray, and subject to the order of said Gray; and between the fifteenth day of October and the twenty-eighth day of December, in the same year, your orator deposited with, and remitted to, said J. H. Burch & Co., at different times, the sum of nineteen hundred and forty-seven dollars, for the use of said firm, and subject to the order of said Gray, as provided in and by the articles of copartnership; and your orator paid out on account of said firm about thirty dollars more.

And your orator further showeth that, during the negotiations of said agreement, your orator disclosed fully to said Gray the pecuniary means and resources which he, your orator, possessed, and upon which he relied to provide for your orator's portion of said capital, in case such copartnership was formed; and, amongst other things, your orator informed the said Gray in substance and to the effect that he should rely upon the payment of a certain debt or demand which your orator held against the said Gray and one Seth P. Warner, which would fall due to your orator on the first day of December in the year last aforesaid, of about three thousand dollars, under and by virtue of a certain contract or agreement entered into between your orator, of the one part, and said Gray and Warner of the other part, bearing date the 31st day of July, 1846, a copy of which said contract is hereunto annexed, marked exhibit A. And your orator further showeth, that he did rely thereon as a part of his resources to be devoted to that object; and your orator did believe himself entitled to a credit of the said amount so due him as aforesaid.

And your orator further showeth, that he entered into said articles of copartnership in good faith, and intended to perform and fulfil all the covenants and agreements, in said articles contained, on his part and behalf to be performed and fulfilled; and your orator respectfully insists that, crediting your orator with the said debt of said Gray and Warner, as he ought, as your orator believes, in equity to be credited, your orator did more than fulfil and perform the said covenants on his part to be performed.

And your orator further states and shows, that said Gray, as your orator was informed and verily believed, in or about the last day of September, purchased a large quantity of bar iron and other materials, machinery and tools for said partnership business, amounting to the sum of about thirty-two hundred dollars on a credit of several months; and although the said property was in fact purchased in the individual name of said Gray, and upon his individual credit, for the said copart-

nership use and business, yet your orator had no certain knowledge thereof at the time of said purchase, nor for a long time thereafter; and your orator was for a long time ignorant whether the said Gray had purchased said property upon his own individual credit, in accordance with the ninth or last section of said article of copartnership, or whether the same was purchased upon the credit or responsibility of said firm, and in violation of the intent and spirit of said section of said articles; and your orator met said Gray in Rockport, on said Gray's return from Albany, and asked him for said statement, to which said Gray replied that he had not obtained one, but that he would make it all satisfactory to your orator; and the said Gray, although repeatedly written to by your orator, and requested to furnish your orator with a statement of the facts as provided in the articles of copartnership which would be satisfactory to his counsel, wholly neglected so to do, nor did the said Gray take or procure from the person or persons, of whom said purchase was made, a statement to the effect that the said Gray was individually and alone liable or held bound to pay for said property so purchased, and not the said firm of McCormick and Gray, or any such or similar statement, or any other statement whatever; nor did the said Gray place in the hands of your orator any such statement; but your orator was informed, some months afterwards, that said Gray procured, on or about the seventeenth day of January, 1848, a certificate from William B. Ogden, esq., of Chicago, setting forth, in substance, that said property was purchased of Cornins, Warner, & Co., of the city of Albany, New York, upon the individual credit of said Gray for said firm, and not on the credit of said firm, which said statement or certificate, or a copy thereof, was deposited with James H. Collins, of Chicago, and by him enclosed and directed to your orator per mail to Brockport, in the State of New York, as your orator was informed by said Collins some months thereafter, and believed, but which never reached your orator; and your orator never, to his recollection or belief, heard of said Ogden's said statement or certificate until about the seventeenth day of February, 1848, when he received a letter from said Gray, informing him that he had procured such a certificate, but your orator did not receive the same until about the tenth day of March, 1848; nor did the said Gray furnish, send, or forward to your orator (who was necessarily absent from Chicago from about the tenth day of September, 1847, until about the first day of June following, in the State of New York, Virginia, and elsewhere) monthly on and from the first day of November, 1847, of the amount of his (said Gray's) individual capital applied to said business, and for what purposes, as well as of the capital with said J. H. Burch & Co., and of the probable amount which would be required, from time to time, as provided in and by said article of copartnership, but the said Gray, occasionally, in his letters to your orator, stated some items which ought to have gone into and made parts of a regular statement of the matters aforesaid; and such statements as said Gray attempted to furnish were so meagre, confused, and unsatisfactory, that your orator could form no opinion of their justice or ac-

curacy, or of the real state and condition of the business and operations of said firm, or of the real wants and necessities thereof, or of the application of said capital, and so confused, meagre, vague, and unsatisfactory were said statements, that your orator, as he believes, in one or more of his letters written and sent to said Gray, requested more full and specific statements of the matters aforesaid, that your orator might have such information as the said articles of copartnership contemplated your orator should have.

And your orator further showeth, that from the time the said property was purchased by said Gray as aforesaid to about the seventeenth day of March, the time when your orator received said statements of said Ogden from said Gray, your orator had no evidence whether said Gray was solely liable for said purchase, or whether said firm was liable; and your orator did not certainly know, and could not tell, whether said Gray was entitled to a credit therefor, as so much capital paid into the said concern by him or not.

And your orator further showeth, that notwithstanding said Gray neglected to furnish said statement and evidence, your orator, in good faith and with a sincere desire to perform all that was required by said contract, (and more even if really necessary,) remitted funds from time to time for the use of said firm, and directed his, your orator's, agents, who were engaged in the collection of moneys due to your orator, and others who owed your orator, to pay in and deposit with said J. H. Burch & Co., for the use of the said firm, such moneys as might be collected for your orator or due to him; and your orator supposed and verily believed that the moneys so remitted, collected, and deposited, with said J. H. Burch & Co., together with the amount so due, and to be paid by said Gray, on account of the said Gray and Wainer debt, would be more than sufficient to meet your orator's part of the necessary capital required for the prosecution of the business of said firm until your orator should return to Chicago, in the spring of the year 1848; and, among other remittances, your orator enclosed to said Gray, in a letter written and mailed to him about the 22d day of May, 1848, a draft or order for $1,200 on J. H. Burch & Co., of Chicago, as your orator verily believes; and your orator shows and insists, that had the said Gray and Warner debt been paid, as provided in and by their said contract, or as confidently expected by your orator, your orator would have been in advance of said Gray, but the said Gray did not pay said debt according to the tenor of the said Gray and Warner's said contract; although your orator verily believes, and so charges the fact to be, that said Gray (who had the sole control of the property and assets of said Gray and Warner) collected and received a considerable portion of the amount due your orator from said Gray and Warner from those to whom they had sold said one hundred reapers, mentioned in said exhibit A, early after becoming due; and your orator verily believes that said Gray applied the money collected towards his own capital in said

firm, instead of applying it to your orator's credit, as he ought to have done. See amendment.*

And your orator further showeth, that he wrote to said Gray, in November, 1847, in regard to the payment of the said Gray and Warner debt, and said Gray was fully aware that your orator relied upon said debt as a portion of means to be devoted to said copartnership.

And your orator further showeth, that the costs and expenses of manufacturing said reapers by said firm were considerably more than your orator had anticipated, and more than was really necessary, as he verily believes; and the amount of cash capital used was therefore greater than he anticipated, and more was expended than was necessary, had the business of said firm been well and economically conducted; and your orator mentioned and stated, as he believes, in his correspondence with said Gray, that the said reapers were costing more than your orator had expected, they would cost your orator hoping thereby to call out some explanation from said Gray, which would enable your orator to form some correct opinion as to the need of more capital, but said Gray gave no explanations, and your orator remained wholly uninformed on the subject; and the said Gray, while engaged in the manufacture of said reapers, disregarding his duty as a partner, and to undermine, supplant, and evade the invention and patent of your orator, built a model for a reaper, and made a full sized reaper from the materials of said firm, as your orator believes, and made divers statements to divers persons prejudicial to the interest of your orator's patent, as well as injurious to the interest of said firm.

And your orator further showeth, that he is informed that said Gray, on or about the fifteenth day of January, 1848, pretending to be in great want of capital to carry on the business of said firm, entered into a contract with Messrs. Ogden and Jones, as your orator has been informed, by which they, said Ogden and Jones, agreed to advance to the said Gray, for the use of said firm of McCormick and Gray, such funds as might be required to carry on their said business, not exceeding the sum of about seven thousand dollars, as your orator verily believes; and as a consideration therefor the said jury conveyed and released, as your orator is informed, to said Ogden and Jones, one half of his (said Gray's) interest in the business property and proceeds of said firm; and the said Ogden and Jones assumed one half of the said Gray's liabilities and losses in said firm, and the said Gray, as far as he had power so to do, substituted said Ogden and Jones in the place of said Gray, as to one half of said Gray's interest in said firm of McCormick and Gray.

And your orator further showeth, that in the said contract or agreement between the said Gray and the said Ogden and Jones it is pretended and recited, amongst other things, in substance and to the effect that the said agreement was made and entered into in consequence of your orator neglecting or refusing to furnish and pay in your orator's

* See amendment.

portion of capital, and to prevent the business of said firm of McCormick and Gray from stopping, said Gray, (as was alleged and pretended in said contract,) being wholly unable to raise the necessary funds to prosecute said business; whereas your orator charges that the said pretences and recitals in said agreement were untrue and false; that if funds were really necessary in order to carry on said business and prevent the same from stopping, the said Gray could have raised sufficient for that purpose at reasonable rates of interest; and your orator charges that said Gray was offered money on reasonable and usual terms, as your orator is informed and verily believes; and the said Gray was under no necessity or obligation to dispose of any part of his interest in said firm for any of the causes or pretences mentioned or recited in said agreement, nor would the said Gray have entered into said contract, or released any part of his interest in said copartnership, had he (said Gray) been certain that the said business would prove profitable, as your orator verily believes.

And your orator further showeth, that at the time said contract with said Ogden and Jones was so made by said Gray, but a small number of orders for reapers had been obtained, and the agents who were engaged in soliciting orders in divers parts of the territory which said firm were authorized by said articles of copartnership to supply, had rendered to said Gray discouraging accounts of the prospect of obtaining a large number of orders; and the said Gray, as your orator verily believes, despairing of obtaining orders for the sale of all or near all of the number stipulated in said articles to be manufactured, and desiring to save himself from a loss in case said five hundred reapers, or a very considerable portion thereof, could not be sold, under the pretence set forth and recited in said contract with said Ogden and Jones, entered into said contract and released one half of his interest in said copartnership to them as aforesaid; and your orator further says, that from the letters of said Gray to your orator, in relation to the success in obtaining orders for the sale of said reapers, doubted whether the number of five hundred, so stipulated, could be sold in the territory described in said articles of copartnership, and therefore your orator consented that agents to solicit orders might be sent into other territory not embraced in said partnership articles, and advised said Gray thereof by letters directed and sent to him by mail, on or about the twenty-third day of November, eighteen hundred and forty-seven, and in a letter or letters subsequently written to said Gray by your orator, as your orator verily believes.

And your orator further sheweth, that he had no knowledge or information whatever, to his recollection or belief, of the said agreement between said Gray and Ogden and Jones, until about the latter part of July, 1848; that your orator was not consulted in regard thereto, nor advised that such an arrangement was necessary or contemplated on the part of said Gray.

And your orator further sheweth, that the said five hundred reapers were manufactured, and all of them sold, except thirteen, as your orator

believes; and the said Gray received divers sums of money on account thereof, prior to the month of June, 1848, on the delivery of said reapers; that the aggregate of the moneys received by him up to about to the last day of July, in the same year, amounted to about twenty-one thousand dollars, which the said Gray retained in his hands, except about ten thousand dollars applied by him in the payment of debts due from said firm, and refused to pay over to, or allow, your orator any portion thereof.

And your orator further sheweth, that when the time arrived for said Gray to elect whether he would continue the manufacture of said reapers for the season of 1849, and to agree upon the number to be made for that year, agreeable to the provisions of the 8th article of said co-partnership contract, the said Gray wrongfully refused to inform your orator what his determination was in the premises; and after considerable delay on his part and much correspondence, and after occasioning your orator much vexation, trouble, and embarrassment, by his wilful and wrongful misconduct in that behalf, the said Gray finally declined and refused to continue the manufacture of said reapers for the said year 1849, and the said co-partnership between your orator and said Gray was thereby practically dissolved; and your orator sustained great embarrassment and loss in consequence of said Gray's refusal to name a price which he would give or take, pursuant to said ninth article of said co-partnership contract, after his said refusal to continue the manufacture of said reapers.

And your orator further sheweth, that divers differences and disputes having arisen between your orator and the said Gray in respect to the funds and assets of said co-partnership, and the said Gray claiming of your orator damages, on the ground, as the said Gray alleged, that your orator had not contributed his proportion of the capital of the said firm, and the said Gray having wrongfully taken many notes for said reapers in his name individually, and obtained possession of all the money, credits, and assets of said firm, and refusing to allow your orator to have any part thereof, unless your orator would submit to the exorbitant exactions of said Gray; your orator and said Gray agreed to, and did assign to the said William B Ogden, and place in his hands all the assets of said firm, (excepting the sum of about eight thousand dollars which said Gray retained in his hands,) upon the trust and for the use and purposes therein declared and expressed; and in and by the said assignment it was understood and agreed by your orator and said Gray, that they would submit all their matters in difference to the arbitrament and award of the Hon. H. J. Dickey, upon certain terms and conditions contained in said assignment mentioned, which said assignment was in writing, signed by said parties, and dated the twenty-fifth day of September, 1848, and is hereunto annexed, marked exhibit (B,) and made part of this your orator's bill of complaint.

And your orator further sheweth, that afterwards, and on or about the twentieth day of December, 1848, your orator and said Gray, in pursuance of the said understanding and agreement contained in said assign-

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ment to said Ogden, entered into mutual bonds of submission to the arbitrament and final determination of all the matters in difference to said Dickey, under and in pursuance of said agreement and submission contained in said assignment, a copy of the bond executed by said Gray to your orator, is hereunto annexed, marked exhibit (C,) and made a part of this your orator's bill of complaint; and the said bond from your orator to said Gray was in all respects similar to that from said Gray to your orator, except that the said parties were reversed.

And your orator further sheweth, that the said bonds each contained a provision that the said arbitration should be conducted upon the principles of the court of equity in the decision of questions arising between parties; and also a condition in the following words, to wit:

Provided, that the award so to be made by said arbitrator, shall not in any way alter or affect the demands, property, and assets in the hands of William B. Ogden, as trustee of said parties relative to the collection and distribution of said demands, assets, and property, but the same shall remain under the provisions of said contract. And your orator states, that the said assignment and contract referred to in said bonds, are the same assignment or contract of which exhibit marked (B) is a copy.

And your orator further sheweth, that the time for the hearing before said arbitrator, as well as the time for making said award, was extended, and the said matters were heard before said arbitrator, and on or about the thirtieth day of March, in the year of our Lord one thousand eight hundred and forty-nine, the said arbitrator made and delivered his award, a copy whereof is hereunto annexed, marked exhibit (D,) and made a part of this your orator's bill of complaint.

And your orator charges and respectfully insists, that the said award is void and of no effect, and is not binding upon your orator, for the following reasons, among others, that is to say:

First. The said award is not within the terms or spirit of the said submission; and the said arbitrator exceeded the power and jurisdiction conferred upon him by the said parties, in this, to wit:

1st. That in and by the said assignment from said McCormick and Gray to said trustee, William B. Ogden, it is expressly declared in the first section thereof, that said Ogden shall proceed to collect said assets as speedily as may be, and after first paying all expenses, costs, and commissions attending the collection and disbursement of the same, shall pay over to said McCormick the sum of $14,610, on account of patent fees due him for the manufacture of said Virginia reaper as aforesaid; whereas the said arbitrator, wholly disregarding the said assignment and the said proviso of said arbitration bond hereinbefore mentioned and set forth, in and by his said award, awarded and directed in the seventh section thereof, (amongst other things,) that the bills receivable, accounts, and debits due the said firm, not (then) already collected, whether in the hands of either of said co-partners, or of their agent or agents, be collected or caused to be collected in money by the said co-partners, and each of them; and in and by the said first section

of said award, the said arbitrator awarded (amongst other things) that out of the money and assets of said firm, whether in the hands of either of the said co-partners or of their agents, there in the first place be paid certain debts and liabilities of said firm mentioned and specified in said section pro rata; and the second section of the said award directed and awarded, in substance, that in the next place there be paid to your orator out of the funds of said co-partnership the sum of $14,610 for his said patent fees. Thus attempting to subvert and annul the said assignment so made to said Ogden, by directing the said parties to collect the said debts and assets so assigned to him instead of said Ogden, and in utter disregard of his rights and duties as trustee, and to disburse and distribute the funds of said partnership in a different manner from that provided in and by the trusts of said assignment, and postponing the payment of the said sum of $14,610, so due to your orator for patent fees, until after the payment of the said debts mentioned in said first section of said award, contrary to the tenor and effect, true intent, and meaning of the said assignment, and of the said arbitration bond.

2d. The said assignment provides, in the second section thereof, that said Ogden shall pay all legal liabilities and debts of the said McCormick and Gray as they shall become due; whereas the said award in the first section thereof awards and directs, in substance, that certain debts in said last mentioned section specified shall be paid pro rata until the same shall be paid.

3d. The said assignment in the third section thereof (amongst other things) provides, in substance, that the balance of said assets, as fast as collected, shall be paid in pro rata sums as follows, to said McCormick one-half of all moneys collected, to Ogden and Jones one-fourth, and the remaining fourth to said Gray; provided, however, and it is in said third section agreed and understood, that the respective sums therein provided to be paid to said McCormick and Gray, respectively, shall be retained by said Ogden to await the award of said Dickey, and shall in no case be paid over to either of said parties, until said award shall be made; and when said award shall be made, in case it should be made against either party, the amount of such award shall be taken out of the moneys going to the party against whom the said award shall be made, and paid over to the party in whose favor the said award shall be made; and when said award shall have been paid, the balance of said moneys going to said McCormick and Gray, if any there shall be, shall be paid over to them, respectively, in the proportion in said assignment provided; whereas, in and by the fourth section of the said award, it is awarded and directed, that of the balance of the money and assets of said firm, as profits, after paying the items therein mentioned, there be paid to said Ogden and Jones one-fourth part, to said McCormick one-fourth, and to said Gray the remaining two-fourths; and no sum certain is awarded to either party within the intent and meaning of the said assignment and submission, but the assets of the said firm are directed to be distributed and divided as last aforesaid.

4th. That the said arbitrator has exceeded his powers in other re-

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spects, and the said award is uncertain, unjust, illegal, and tends to the manifest injury, wrong, and oppression of your orator; and your orator humbly insists and submits that the said award ought to be annulled and wholly set aside, and the said Gray ought to be enjoined and restrained from commencing any suit or other proceeding to enforce the collection thereof, or from interfering with the said assignment aforesaid, or intermeddling with the property and assets in said assignment mentioned; and that the said Gray ought to come and account with your orator of and concerning the said partnership dealings and transactions from the commencement thereof; and that the said pretended award, so made as aforesaid, is no bar to such account.

In tender consideration whereof, and forasmuch as your orator is remediless by the strict rules of the common law, and cannot be relieved except in a court of equity, where matters of this sort are chiefly cognizable and relievable:

To the end, therefore, that the said Gray may, if he can, show cause why your orator should not have the relief hereby prayed for, and may, upon his corporal oath, and according to the best and utmost of his knowledge, remembrance, and belief, full, true, direct, and perfect answer make to such of the several interrogatories hereinafter numbered and set forth, as by the note herein underwritten he is requested to answer, that is to say:

1st. Whether the said Gray did not enter into said co-partnership with your orator as hereinbefore mentioned; and whether said agreement was not reduced to writing, and signed and sealed by the said parties as hereinbefore set forth; and whether a copy of said co-partnership articles is not truly set forth in said bill.

2d. Whether your orator did not pay in and deposit with said J. H. Burch & Co., for the use of said firm of McCormick and Gray, and subject to the order of said Gray, the said sum of two thousand dollars, on or about the seventh day of September, 1847; and whether your orator did not at different times, between the fifteenth day of October and the twenty-eighth day of December, in the same year, deposit with and remit to said J. H. Burch & Co., sums of money amounting in the aggregate to one thousand nine hundred and forty-seven dollars, for the use of said firm, and subject to the order of said Gray; if not, what sum or sums, and when paid in or deposited, and what was the date of the several remittances; and whether your orator did not, in like manner, at divers times after said last mentioned day, remit, pay in, or deposite with said J. H. Burch & Co., for the same purpose, and subject to the like order, divers other sums of money; and how and where were such payments or deposits made; whether your orator did not advance for said firm the sum of about thirty dollars in addition, prior to the 15th day of October, 1847; if not, what other sum and where?

3d. Whether the said Gray did not collect or receive divers sums of money, and what sums, at divers times, in the months of November and December, or at what other time, how much, and when, from those who had purchased the reapers of said Gray and Warner, which were man-

ufactured and sold under the said agreement, hereinbefore mentioned, between your orator and said Gray and Warner; and what became of said moneys; and were not said moneys, so collected, used by said Gray as a part of his capital in said firm of McCormick and Gray, or how otherwise?

4th. Whether your orator did not write to said Gray divers letters concerning the partnership affairs and business; and in relation to furnishing your orator with said statement in regard to the purchase of iron and materials; and whether your orator did not, on or about the twenty-second day of May, 1848, or at some other time, and when, enclose in a letter, and mail to said Gray, at Chicago, a draft or order on said J. H. Burch & Co., of Chicago, for $1,200? And set forth and give a copy of said letter; and also of all other letters written by your orator to said Gray in relation to the matters in this interrogatory mentioned.

And that said award may be set aside, and that an account may be taken of all and every of the said copartnership dealings and transactions from the time of the commencement thereof; and also an account of the moneys received and paid out by your orator and the said Gray respectively in regard thereto; your orator being ready and willing, and hereby offering, to account for the partnership dealings and transactions which have been carried on by your orator; and that the said Gray and Ogden, or either of them, may be decreed to pay to your orator what, upon the taking of the said account, shall appear to be due him under and by virtue of the said articles of co-partnership between said Gray and your orator; and, in the mean time, that the said Gray may be restrained from receiving from said Ogden, and said Ogden may be restrained from paying over or delivering to said Gray, any portion of the said money or assets in his, said Ogden's, hands, as assignee or trustee as aforesaid; and that said Gray may also be restrained and enjoined from the collection of any of the debts of said firm, and from interfering or intermeddling in any way or manner with the money or assets which may be in the hands of said Ogden, or his agents, under said assignment, or from interfering with the collection thereof by said Ogden; and that your orator may have such further relief, or such other relief as to your honor shall seem meet, and which shall be agreeable to equity and good conscience.

And that a writ of subpœna may be issued out of and under the seal of this honorable court, to be directed to the said Charles M. Gray and William B. Ogden, commanding them to be and appear at a certain day in this honorable court, according to the course and practice thereof, to answer the premises, and to stand to, abide by, and perform such order and decree as your honors shall deem meet.

CYRUS H. McCORMICK,
JAMES H. COLLINS,
Complainant's solicitor.

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The said defendant, Gray, is required to answer interrogatories set forth in the foregoing bill numbered 1, 2, 3, and 4.

UNITED STATES OF AMERICA,
District of Illinois, ss.

This day came personally before me, the undersigned, a commissioner of the circuit court of U. S., for the district of Illinois, who being duly sworn saith, that he has read the foregoing bill of complaint by him subscribed, and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters which are therein stated to be on his information and belief, and as to those matters he believes it to be true.

CYRUS H. McCORMICK.

Sworn to and subscribed before me, this 16th day of June, A. D. 1849. JUSTIN BUTTERFIELD, Jr.,
Commissioner, &c.

Exhibit A.

Articles of agreement made and entered into this 31st day of July, 1846, between C. H. McCormick, of the State of Virginia, of the 1st part, and Charles M. Gray and Seth P. Warner, of the city of Chicago and State of Illinois, of the second part, witnesseth: That the said McCormick has this day granted, bargained, and conveyed, to the said Gray & Warner, the exclusive right and privilege of supplying with his patent "Virginia reaper," for the harvest of 1847, the counties of Du-Page, McHenry, and Boone, in said State of Illinois. In consideration of which said Gray & Warner bind themselves to manufacture, in time for the said harvest of 1847, complete, of good materials and in a workmanlike manner, one hundred of said patent reapers, to be sold in counties of Du Page, McHenry, and Boone, on said McCormick's warrantee for the present harvest, if necessary, viz., to cut an acre and a half of wheat or other small grain per hour, to save a bushel of wheat per acre that would be lost by ordinary cradling, and not to be subject to get out of order, at a price not exceeding one hundred and twenty dollars, payable on the 1st day of November, 1847.

2d. Said Gray and Warner, agree, secondly, and bind themselves, their heirs, executors, &c., to pay to the said McCormick for each of said 100 reapers so sold for the harvest of 1847, a patent fee of thirty dollars ($30) payable on the first day of December, 1847, with interest from the 1st day of November, 1847.

It is provided, also, that should the said Gray and Warner not receive the number of said 100 orders for said reapers by the 1st day of February next, then the said McCormick, either himself or his agent, shall have the privilege of furnishing them from said named three counties or others, orders of good and responsible men, until the said 100 shall have been received, for which orders said McCormick is to be paid by said Gray and Warner, a commission of five dollars each, when collect-

ed, with interest from 1st November, 1847, and said McCormick is to guarantee the responsibility of any orders furnished by himself or agent, not known to be good by said Gray and Warner, if required to do so.

It is further provided, that if the said one hundred reapers cannot be sold in said counties, they are to be sold in any other territory not disposed of at the time by said McCormick; and it is further provided, that if more than one hundred reapers can be sold in said counties of Du Page, McHenry, and Boone, for the harvest of 1847, and said Gray and Warner shall not supply the same on the terms of said one hundred in every respect, then said McCormick is to have the right to supply said surplus orders.

It is also further provided that the said Gray and Warner are to keep an account of the orders, obligations, or notes received for said reapers; and are to place in the hands of said McCormick's agent, as advised, to be assigned and held as collateral for the payment to said McCormick by the said Gray and Warner, his fees and commissions as aforesaid; a due proportion of said obligations, as said fees and commissions, shall be to the whole price of each reaper; that is for fees every fourth order or obligation in the order as received according to date.

It is also understood, that should said 100 reapers not all be sold for the harvest of 1847, said McCormick's fees on such are not to be due until sold.

Witness the hands and seals of the parties, the date as above written.

C. H. McCORMICK, [L. S.]
CHAS. M. GRAY, [L. S.]
SETH P. WARNER. [L. S.]

It is further provided and agreed, that the said Gray and Warner shall have the right to dispose of the foregoing one hundred reapers, or any part of them for the next harvest (of 1847) in the counties of Lake, Cook, and Will, in said State of Illinois; and if the whole number of one hundred cannot be disposed of before the 1st day of May next, then Gray & Warner are to have the right to sell until disposed of in the counties of Iroquois, Grundy, and Putnam, in said State of Illinois, said Gray & Warner to account to said McCormick for all sold in the above last named six counties, as provided for the three previous counties of Du Page, McHenry, and Boone; and should any of the 100 reapers manufactured under this contract not be sold for the harvest of 1847, said Gray & Warner are to have the right to sell the same for the following harvest any where in the foregoing nine counties, accounting to said McCormick for the same on the terms aforesaid, said McCormick to be allowed a commission for orders as before provided.

C. H. McCORMICK,
C. M. GRAY,
SETH P. WARNER,
By C. M. GRAY.

Exhibit B.

Articles of agreement made and entered into this day of in

the year of our Lord one thousand eight hundred and forty-eight, between Cyrus H. McCormick and Charles M. Gray, of Chicago, Illinois, witnesseth:

That whereas the said McCormick & Gray have been, for the year ending September first, A. D. 1848, partners in trade for the manufacture of a machinec alled McCormick's Virginia reaper, and whereas there are divers large sums of money now due and owing to said McCormick & Gray, for the sale of said Virginia reapers, manufactured by them as aforesaid, amounting in all to about $36,000. And whereas there exists between the said McCormick & Gray differences of opinion in the settlement of their copartnership affairs to their mutual satisfaction, which said differences have been submitted to Judge H. J. Dickey for his final decision; and whereas the said McCormick is desirous of placing all the assets of said Gray's indebtedness, so due and owing to them as aforesaid, in the hands of W. B. Ogden for collection and distribution to them as hereinafter provided for: Now, this agreement witnesseth, that the said McCormick & Gray, in consideration of the premises, and of the sum of one dollar to them in hand paid by the said William N. Ogden the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred, and set over, unto him, the said W. N. Ogden, all the assets of indebtedness so due and owing to the said McCormick & Gray, as aforesaid, (except cash or moneys now in the hands of said C. M. Gray,) consisting of notes, bonds, and book accounts, as set forth in character and amount in schedule marked "A," hereunto annexed, and made as part of this assignment, in trust for the use and purposes following, that is to say:

1st. Said Ogden shall proceed to collect said assets as speedily as may be, and after first paying all expenses, costs, and commissions attending the collection and disbursement of the same, he shall pay over to said McCormick the sum of $14,610, on account of patent fee due him for the manufacture of said Virginia reapers, as aforesaid.

2d. To pay all legal liabilities and debts of said McCormick & Gray as they shall become due.

3d. The balance of said assets as fast as collected shall be paid in pro rata sums as follows: to said McCormick one-half of all moneys collected; to Ogden & Jones, one-fourth part of said moneys, being the amount heretofore sold and assigned by said Gray to them, and the remaining one-fourth part to said Charles M. Gray. Provided, however, and it is hereby expressly understood and agreed between the said McCormick & Gray, that the respective sums herein provided by this 3d clause, to be paid to said McCormick & Gray respectively, shall be retained by the said Ogden to await the award of Judge Dickey in the submission above referred to, and shall in no case be paid over by him to either of said parties until said award shall be made, and when said award shall be made, in case it shall be made against either party, the amount of such award shall be taken out of the moneys going to the party against whom said award shall be made, and paid over to the amount thereof to the party in whose favor said award shall be made;

and when said award shall have been paid, the balance of said moneys going to said McCormick & Gray, if any there shall be, shall be paid over to them respectively in the proportion herein before provided for. Provided, further, that if said Gray shall not pay to said McCormick, within 30 days from the date hereof, the sum of $2,500 on account of the indebtedness of Gray & Warner to said McCormick, then the said Ogden shall retain and pay over to said McCormick, rest of the moneys to be paid to said Gray as aforesaid, after first paying any award which said judge may make in the submission above mentioned against said Gray, the aforesaid sum of $2,500, on account of the said indebtedness of said Gray & Warner aforesaid, together with ten per cent. damage thereon as a penalty for any delinquency on the part of said Gray to pay said sum of $2,500 within the time above limited, every thing herein before contained to the contrary notwithstanding; and the said Gray agreed to furnish the said McCormick, within the 30 days aforesaid, a full, true, and correct account or statement of the indebtedness of said Gray & Warner to said McCormick, and any excess over and above the said sum of $2,500; which said account or statement shall show to be due to said McCormick, shall also be paid to him by said Gray within the 30 days above limited, or in default thereof the said Ogden shall pay the same out of the same funds in the same manner and with the like penalty that the said sum of $2,500 is herein before provided to be paid. The said McCormick further agrees not to enjoin said Gray, or otherwise interfere with his business or property, held by him individually or jointly with said McCormick, pending the submission between them before Judge Dickey, provided said Gray shall on his part keep and perform covenant and agreement hereinbefore contained to be by said Gray kept and performed; and it is further understood and agreed that the said W. B. Ogden shall not be held or made liable in any way for any losses that may occur in the collection of the said demands not the result of frauds or wilful neglect.

In testimony whereof we have hereunto set our hands and seals, this 25th day of September, A. D. 1848.

CHARLES M. GRAY, [L. S.]
Per GRANT GOODRICH, *his att'y in fact.*
C. H. McCORMICK. [L. S.]

In presence of—M. D. OGDEN.

List of notes due McCormick & Gray, December 1st, 1848.

Names.	Post office.	County.	Am't	States.
Peter Anums	Clayton	Adams	86 62	Illinois
Wm. J. Brown & Gibbs	Quincy	do	89 62	do
Jacob Kidney	do	do	80 00	do
Holman Bowles	do	do	87 62	do
G. W. Wells & Wallace	Barton	do	89 62	do
Jonathan Strater	Quincy	do	89 62	do
P. B. Groves & Leverett	do	do	89 62	do
Jacob Sharpe	Barton	do	89 62	do
John Stewart	Payson	do	89 62	do
Eli Foster & Haggy	do	do	89 62	do
J. B. Chittenden & Stillman	Mendon	do	87 00	do
George Campbell	Quincy	do	89 63	do
Hugh Newell	Quincy	do	89 63	do
Charles Chase	do	do	89 62	do
Daniel Pike	Clayton	do	90 00	do
T. G. Wilson & Co	Quincy	do	89 62	do
J. W. Nichols & Co	Payson	do	89 62	do
Thomas Inghran & Co	Quincy	do	89 63	do
Mason Heal & Farnsworth	Bonus Prairie	Boone	90 00	do
E. G. Lamb & Wagar	do	do	90 00	do
P. & S. Shirley	Belvidere	do	90 00	do
Calvin & L. Grigg	do	do	90 00	do
Alfred Mores & Preston	Bonus Prairie	do	90 00	do
John S. Tanner	do	do	90 00	do
Hiram Whiteman & Co	Belvidere	do	90 00	do
W. R. & R. Lanning	do	do	90 00	do
Chas. Fox & Griggs	do	do	90 00	do
Cornelius Cline	do	do	90 00	do
Cornelius Lane & Mabe	Bonus Prairie	do	90 00	do
Josh. Heath Gilbert & Co	Belvidere	do	90 00	do
Sidney Twogood	Newbury	do	90 00	do
O. N. May & Aldrich	Bonus Prairie	do	90 00	do
Watting & Billings	Round Prairie	do	90 00	do
O. E. Lamb	Long Grove	do	90 00	do
C. & L. Trumbull & Evans	Belvidere	do	90 00	do
M. & M. Stone	do	do	90 00	do
Richard Waster Dix & Walker	Perkin's Grove	Bureau	90 00	do
Jacob Betz	do	do	90 00	do
J. N. Kies & Clark	Princeton	do	89 88	do
H. V. Bacon & Co	do	do	90 00	do
Ezekiel Piper	Shelby	do	90 00	do
W. & H. J. Miller	Peru	do	90 00	do
J. Hopach	Gooding's Grove	Cook	90 00	do
Winslow & Windon R. Bruce	Perkin's Grove	Bureau	90 00	do
Winslow & R. Bruce	Perkin's Grove	Bureau	90 00	do
Daniel Crowell	Wheeting	Cook	90 00	do
W. Scoville & Culver	do	do	90 00	do
Duncan M. Knabb	Wheeling	do	90 00	do
J. H. & W. Hawley	Miller Grove	do	90 00	do
L. S. Dotee & P. A. Chapel	Elk Grove	do	45 00	do
Thomas Atkinson	Englishman G've	do	90 00	do
Jeremiah H. Browning & Co	Dundee	do	90 00	do
R. L. Dunlap	Cazenovia	do	90 00	do
Lewis Muse & Lunderlage	Wild Cat Grove	do	90 00	do
W. J. Comfort	Wheeling	do	90 00	do
Mason Sutherland	Deer Grove	do	90 00	do
James M. Penoyet & Tanner	Sand Ridge	do	90 00	do
Joseph W. Stratten	Tipton	Cedar	90 00	Iowa
Peter Dilts	Woodbridge	do	90 00	do

STATEMENT.—Continued.

Names.	Post office.	County.	Am't.	State.
Abner Stebbins	Poincer Grove	Cedar	90 00	Iowa
George Laune	Woodbridge	do	90 00	do
Charles Dallas & Bro	Tipton	do	90 00	do
Charles Finch & Ayers	do	do	85 75	do
John Blaglock	Woodbridge	do	12 00	do
Lewis & Carmony	Rochester	do	93 50	do 2 notes
J. P. Haight & King	Fountain Prairie	Columbia	90 00	Wisconsin
George Emmett	Mt. Carmel	Carroll	90 00	Illinois
J. P. Gray	Warrenville	Du Page	90 00	do
E. T. Durant	Naperville	do	90 00	do
David Brown	do	do	90 00	do
Samuel Ricket	do	do	90 00	do
John Fairbank & Mother	Warrenville	do	36 00	do
Philip Grep & Co	Naperville	do	90 00	do
J. H. Paxton & Jones	Warrenville	do	90 00	do
Wm. S. Thigley & Stanley	Dunkling Grove	do	90 00	do
Seth D. Boughton	East Du Page	do	90 00	do
Wm. Taylor & Whipley	Naperville	do	90 00	do
H. Y. T. Hull	Deerfield	do	90 00	do
John H. Frauzar	Dunklege Grove	do	90 00	do
Casper M. Cline & Levans	West Du Page	do	90 00	do
T. B. Galushe & Co	Warrenville	do	90 00	do
John Olney & Ingall	Warrenville	do	90 00	do
Joseph R. Allurd	Wheaton	do	90 00	do
Kemp & Smith	Batavia	do	90 00	do
Calvin P. Johnson & Lane	Warrenville	do	90 00	do
Warren L. Wheaton	Babcox Grove	do	90 00	do
James Knox & Co	Warrenville	do	90 00	do
Loren Heath	Babcock's Grove	do	90 00	do
Henry Mong	Cottage Hill	do	90 00	do
Daniel Lewis & Lester	Dunnellys Grove	do	90 00	do
L. M. Bobbitt & Murry	Naperville	do	90 00	do
H. Whitmore & Kelsey	Babcock Grove	do	90 00	do
John Hatchet & Porter	Bonaparte P. O	do	90 00	do
A. W. Spitzer	Bloomingdale	do	90 00	do
P. B. Pratt & Webster	Naperville	do	90 00	do
Jefferson Munson	Davner's Grove	do	87 50	do
Luther & J. C. Hatch	Naperville	do	90 00	do
John Barnes & Co	Davner's Grove	do	90 00	do
Layton Collar	Elbridge P. O	do	90 00	do
Diedrich Gray	Salt Creek	do	90 00	do
Stinker & Bulsold	Dunklege Grove	do	90 00	do
Cyrus Barnum	do	do	90 00	do
Barres & Meacham	Douglass P. O	do	45 00	do
Paul Warner	do	do	65 00	do
D. T. McKillips & Morse	Warrenville	do	90 00	do
Wm. & John Pinchart	West Du Page	do	90 00	do
Alex. Stephens & Co	Lauden	do	90 00	do
Pomeroy Goodrich	East Du Page	do	90 00	do
A. C. Chadwich & Bro	Warrenville	do	90 00	do
Bliss Sutherland	Eldrige P. O	do	90 00	do
Samuel Davis	Bonaparte P. O	do	90 00	do
R. W. Smith	Barber's P. O	do	90 00	do
James Brown	Warrenville	do	90 00	do
Franklin Margan & Fuller	West Du Page	do	45 00	do. bal
Hiram Bristol & Wilkins	Naperville	do	90 00	do
Hiram Bristol & Wilkins	Naperville	do	90 00	do

STATEMENT—Continued.

Names.	Post office.	County.	Am't.	State.
Ranvel Mitchell	Sycamore	De Kalb	45 00	Illinois
S. G. & E. C. Spink	Verona	Dane	90 00	Wisconsin
Joseph & Wm. Vernon	Greenfield	do	90 00	do
J. D. Sanford	Madison	do	90 00	do
Edward Campbell	Cross Plains	do	90 00	do
Ira N. Roberts Farnum	Dunkirk	do	90 00	do
Thomas Marshall	Fairfield	Dodge	90 00	do
George Smith	Burnette	do	90 00	do
Issal, Root & Co.	Beaver Dam	do	90 00	do
John Scumburgh	Lake Emely	do	90 00	do
James F. McCullum	Beaver Dam	do	90 00	do
E. G. Corlip	Croscar	F. D. Lee	90 00	do
Daniel Eggleston	Mansfield	do	90 00	do
A. Burnham	Wampon	do	90 00	do
Joseph & Charles Corn	Farmington	Fulton	90 00	Illinois
H. C. Nelson	Canton	do	88 65	do
E. B. James & Francis	Morris	Grundy	90 00	do
*J. D. & H. D. Ryder	Hugh Prairie			*See La Salle
John Moore & Dawson	Decatur	Greene	45 00	Wisconsin
Daniel C. Bridge	Monroe	do	90 00	do
R. D. Dunnick	Mill Creek	do	90 00	do
Joshua Whitcomb	Decatur	do	90 00	do
P. & T. Wells	Monroe	do	80 00	do
Thos. L. Bowen	Oneco	do	90 00	do
Albro Crowell	Farmer's Grove	do	90 00	do
William C. Green	do	do	90 00	do
Michal Albin	8 M. S. E. Monroe	do	90 00	do
Justus Sutherland	Decatur	do	90 00	do
R. D. Stephens	do	do	90 00	do
Thomas Holbson	Carlton	do	90 00	Illinois
Morgan Calvin	do	do	90 00	do
Samuel Rape	Kane P. O.	do	90 00	do
J. C. Bower & Kisther	do	do	90 00	do
Edmund Haroldson & Co.	Potosi	Grant	45 00	Wisconsin
John Shurbone	Plattville	do	90 00	do
George Huntington	do	do	90 00	do
Ferd. Gundlock & Clifton	Big Plate	do	88 00	do
A. W. Barnes & Co.	Carthage	Hancock	81 55	Illinois
Nelson Safton & Co.	Safton	do	82 00	do
James Sumsden & Net	Jerseyville	Jersey	90 00	do
William Moore	Caskade	Jones	90 00	Iowa
Joseph Duncan	Jerseyville	Jersey	90 00	Illinois
Theodore Cummins & Bates	do	do	90 00	do
Jno. O. Annspeger	do	do	90 00	do
John Safley	Tipton	Johnson	90 00	Iowa
Philip Clarke	Iowa City	do	90 00	do
Ebenezer Keizer	Tipton	do	90 00	do
Samuel Raber	Elizabeth Town	Jo. Davis	90 00	Illinois
Seth Partridge	Hanover P. O.	do	90 00	do
G. N. Townsend	Millville	do	90 00	do
Jacob Reber	15 M. E. Elizabeth Town	do	90 00	do
Peter Frans	Henderson	Knox	90 00	do
Francis Wilson	Knoxville	do	90 00	do

* End of List.

STATEMENT—Continued.

Names.	Post office.	County.	Am't.	State.
Daniel Meek & Lowe	Henderson	Knox	90 65	Illinois
Humphrey Richardson	Marengo	Kane	90 00	do
George L. Browning & Co	Dundee	do	90 00	do
J. A. Huxley	Berkshire	do	90 00	do
Life Wilson & Steele	Liberty	Lake	90 00	do
Hollis Bowen & Co	Flint Creek P. O.	do	90 00	do
Aden Ruth	Long Grove	do	90 00	do
John Robertson	Deer Grove	do	60 00	do
Deveraux Goodall	Fort Hill	do	90 00	do
E. W. Jones	Burlington	do	45 00	do
William Whitney	Libertyville	do	90 00	do
Stephen Lawson	English Prairie	do	90 00	do
Jesse W. Holman & Kinley	Ivanhoe	Linn	90 00	Iowa
Miner & W. J. Berge	do	do	90 00	do
John Stewart	do	do	90 00	do
Andrew & Jas. Safley	St. Julian P. O., Sugar Grove	do	90 00	do
Lawrence Hollenback	Marion	do	90 00	do
W. H. & J. Robbins	Paw Paw	Lee	90 00	Illinois
B. R. Warner & Gates	Gap Grove	do	90 00	do
A. D. Moore & Powers	do	do	90 00	do
John N. Bartlett	Dixon's Point	do	90 00	do
John Gilman	Muligan's Grove	do	90 00	do
Sherman L. Hatch & Long	Palestine	do	90 00	do
J. H. Page, Lawrence & Co.	Dixon	do	90 00	do
A. B. Linn & Starke	Lee Centre	do	90 00	do
J. D. Rogers & Lamb	Paw Paw	do	40 00	do
Henry C. Barrette	Elk Grove	La Fayette	90 00	Wisconsin
Richard Maynard & Co	Shellsburgh	do	90 00	do
John Levitt & Co	do	do	90 00	do
J. & E. Crip	New Diggins	do	90 00	do
David Southwick	Gratiot's Grove	do	90 00	do
Dore Leverse	Centerville	do	90 00	do
Sam'l & F. T. Colly	Parkinson	do	86 50	do
William Parkeson	Wiota	do	90 00	do
William B. Tourgee	Parkinson	do	90 00	do
Samuel H. Walker	Solon	Mc Henry	90 00	Illinois
Russel & R. W. Grimes	Crystal Lake	do	90 00	do
Leonard Burcley	Woodstock	do	90 00	do
David Plummer & Tooker	Big-foot Prairie	do	90 00	do
John Ferguson & Waldridge	Dundee	do	90 00	do
Jacob Gilbert	Haron	do	90 00	do
Sanford, Haight & Winnett	Dundee 5 M. W.	do	90 00	do
J. V. Strode & Hubbard	Algonquin	do	90 00	do
Henry D. Huff	English Prairie	do	90 00	do
William H. Holcomb	Crystal Lake	do	90 00	do
William Mead & Sherman	McKenry	do	90 00	do
Benj. Douglass	Crystal Lake	do	90 00	do
S. R. Morris	5 M. N. W. Murphey's Town, do	do	90 00	do
John Chandler	Algonquin	do	90 00	do
A. W. Kemp	Havanna	Mason	90 00	do
Gustavus Vigur	do	do	90 88	do
J. P. Hudson & Vaughn	Matanzas	do	90 00	do
Hiram Satman	McComb	McDon'gh	81 00	do
William F. Blanden	Blandenville	do	83 05	do

STATEMENT—Continued.

Names.	Post office.	County.	Am't.	State.
Sidney C. Raymond	McComb	McDon'gh	90 00	Illinois
Parker Leary & David Ryle	Columbus	Marquette	89 62	..do
Benj. & William White	....do	....do	89 62	..do
Henry C. Jewell & Russell	Tichora	....do	90 00	Wisconsin
F. Chickering	....do	....do	90 00	..do
E. G. Woodsworth	Moria	....do	90 00	..do
Robert Robertson	....do	....do	90 00	..do
G. T. Bell	Crow Meadow	Marshall	90 00	Illinois
William Dodds	....do	....do	90 00	..do
R. F. Bell	....do	....do	90 00	..do
Jesse Hammond	Black Partridge P. O	....do	88 38	..do
A. & C. Bowman	Magnolia	....do	90 00	..do
William T. Clemens	Crow Meadow	....do	90 00	..do
R. G. Strawn	Lacon	....do	92 25	..do
Eliza Stewart	Pope Creek	Mercer	58 00	..do
Richard & Hiram Hayes	White Rock	Ogle	90 00	..do
M. Hunt & Jas. Weatherington	....do	....do	90 00	..do
Jacob Rice	Mt. Morris	....do	90 00	..do
Josiah Merrifield	Byron	....do	90 00	..do
Daniel O. Kane & Talbot	Buffalo Grove	....do	90 00	..do
Franklin Ruggles	Mt. Morris	....do	90 00	..do
Rufus M. Cobley & Co	Daysville	....do	90 00	..do
George Taylor & Stewart	Kishwaukie	....do	90 00	..do
Peter Smith	White Rock	....do	90 00	..do
Michael Swingley	Mt. Morris	....do	90 00	..do
F. J. & Richard Martin	Daysville	....do	90 00	..do
Ezra & Moses Bissell	....do	....do	90 00	..do
O. R. & Eli Chauncey	White Rock	....do	90 00	..do
Athol Furguson & Johnson	Daysville	....do	90 00	..do
Henry Crill	Myers' Mill	....do	90 00	..do
James H Chenowith	Perry	Pike	90 10	..do
Leonard Greaton & Elligo	Griggville	....do	90 10	..do
William Westlake	Florence	....do	90 00	..do
Aaron Briggs	Bradford	Rock	90 00	Wisconsin
Wm. C. Goodall & Pound	Porter	....do	88 00	..do
James Chamberlin	Turke	....do	90 00	..do
John Shaw & Bortly	Milton	....do	85 00	..do
Russell Cheeny & Dinsmor	Bradford	....do	90 00	..do
J. P. Wheeler	Jaynesville	....do	90 00	..do
Everett Moreny & Co	Bradford	....do	90 00	..do
James Peacock & Page	Jaynesville	....do	88 00	..do
Wm. Young & Co	Rock Valley	....do	90 00	..do
John Crall	Centre Rock	....do	90 00	..do
Henry H. Green	Jaynesville	....do	88 00	..do
Andrew Cotton, Prentiss & Co	Magnolia	....do	90 00	..do
Hiram Griffith, Robinson & Co	Union	....do	90 00	..do
Joseph R. Marshall	Clinton	....do	90 00	..do
E. F. Richards & Stoker	Bachelors' Grove	....do	90 00	..do
Joseph Waterman	Milton	....do	90 00	..do
Ward, Witham & Andrews	Centre	....do	90 00	..do
William P. Hull	Jaynesville	....do	38 75	..do
H. V. Wooster	Clinton	....do	90 00	..do
J. E. Culver & Stenis	Milton	....do	90 00	..do
Gideon Chapin	Jaynesville	....do	90 00	..do
Jeremiah Roberts & Yost	Rock Valley	....do	90 00	..do
Levi St. John	Jaynesville	....do	90 00	..do

STATEMENT—Continued.

Names.	Post office.	County.	Am't.	State.
Luke Chester	Jaynesville	Rock	90 00	Wisconsin.
William Galbraith	Johnston	do	90 00	do.
Franklin Otis, Brock & Co.	Bradford	do	90 00	do.
G. N. Willis & Peck	Clinton	do	90 00	do.
Lornin S. Blackman	Bradford	do	90 00	do.
Norton Waters, Wilkins Sears	do	do	90 00	do.
Seth Fisher	Centre	do	90 00	do.
Gaylord Blair	Somerville	do	90 00	do.
Joseph H. McDaniels & Cary	Clinton	do	90 00	do.
Pliny & L. Muzzy	Jefferson Prairie	do	90 00	do.
Jefferson Sinclair	Milwaukie	do	90 00	do.
James Porch	Bristol	Racine	90 00	do cr. of 1.75
Martin Fourcolotte & Westover	do	do	90 00	do.
H. & J. L. Johnson	Pike	do	43 00	do.
John T. Palmer & Co.	do	do	90 00	do.
David Brewer & Clark	Pleasant Prairie	do	90 00	do.
Silas Loyd	do	do	90 00	do.
A. B. Crane	do	do	90 00	do.
Joel Locke	Bristol	do	90 00	do.
H. L. K. Jones	Racine	do	90 00	do.
Norton & Musher	do	do	90 00	do cr. of 1.75
William Moody	do	do	90 00	do cr. of 2.00
J. P. Dickerson	Mound Prairie	do	90 00	do.
James Campbell	Southport	do	90 00	do.
E. F. Weed	Racine	do	90 00	do.
Luther R. Sears	Caledonia	do	90 00	do.
Huyck, Longueville & Co	Pike	do	90 00	do.
Uriah Wood	Bristol	do	90 00	do.
John C. Gillett	Caledonia	do	90 00	do.
G. S. & H. R. Roberts	do	do	90 00	do cr. of 1.75
M. K. Adland	Raymond	do	90 00	do cr. of 1.75
Hiram Schunk	Southport	do	45 00	do.
Benj. Reynolds	Mt. Pleasant	do	90 00	do cr. of 1.75
Benj. E. Smith & Co	Caledonia	do	90 00	Wisconsin.
James Weed	do	do	90 00	do cr. of 1.75
Alson Felsh	Pike	do	90 00	do.
John E. Mount	Southport	do	90 00	do.
E. C. Salisbury	Paris	do	90 00	do cr. of 1.75
Saml. Shaw & Kistler	Rock Island	Rock Is'd	81 00	Illinois.
Almond Wilcox	do	do	82 12	do.
Samuel White	do	do	82 12	do.
Wm. Hayes, De Graffe & Co.	do	do	83 00	do.
David Mitchell	Caledonia	do	83 05	do.
J. J. & Isaac Cone	do	do	83 05	do.
Jesse Daily & Armstrong	do	do	83 05	do.
H. & Jas. Marshall & Ege	do	do	83 05	do.
Joseph Curyghe & Co	Silver Creek	Stepheson	90 00	do.
J. G. McElhaney & Wilson	Rock Grove	do	90 00	do.
Parker Howard & Blakeley	Wadain's Grove	do	90 00	do cr. of 1.50
David Howard	do	do	90 00	do.
Seth Scott	Crane's Grove	do	90 00	do.
Lyman Strong, Boysitue & Co.	Winslow	do	90 00	do.
B. P. Belknap, Winchell & Co.	Onico	do	90 00	do cr. of 30.00
William & Chas. Dolsen	Huntsville	Schuyler	90 00	do.
Paris Wheeler	do	do	90 00	do.
Jno. & Chas. Belderfack	do	do	90 00	do.
W. & W. Farnham	Sank Prairie	Saut	90 00	Wisconsin.

STATEMENT—Continued.

Names.	Post office.	County.	Am't.	State.
Saml. Mather & Waterbury	Sankville	Saut	90 00	Wisconsin.
Cornelius G. Vanhorn	Plainfield	Will	51 00	Illinois.
J. S. Reynolds	Hickory Creek	do	56 00	do
Leander Hanlin	Plainfield	do	90 00	do
James & R. Kerchevail	Hickory Creek	do	90 00	do paid.
John S. Simpson	Hadley	do	90 00	do
George W. Goodenow	Thorn Grove	do	22 00	do
Henry Akin & Haywood	Lockport	do	90 00	do
John McGweney	Hickory Creek	do	90 00	do
Josiah B. Wightman	Plainfield	do	90 00	do
Wesley D. & W. E. Jones	Hickory Creek	do	90 00	do
Charles Clayes	do	do	90 00	do
Seth Wescott	Barber's P. O	do	90 00	do
Silas Burd	West Troy	do	90 00	do
Amos G. Paxton & Sprague	Barber's P. O	do	90 00	do
William Hughs	Thorn Grove	do	120 00	do cr. of 30.00
William Mitchell & Miller	Sterling	Whiteside	81 55	do
James M. Pratt	Linden	do	90 00	do
Adam Huffman & Page	Albany	do	82 12	do
D. F. Cole & Adams	Portland	do	90 00	do
Jacob Powell	Sterling	do	90 00	do
E. G. Butcher & Borard	Albany	do	83 05	do
T. Brewer & Co	do	do	82 12	do
L. B. Slocum & Bro's	do	do	82 12	do cr. of 2.75
N. W. Palmer	Harlem	Winnebago	90 00	do
B. F. Thomas	Rockford	do	90 00	do
Alfred Lewis & Co	Beloit	do	90 00	do
E. C. Patter & Dart	Rowe	do	90 00	do
Thomas Lyford	do	do	90 00	do
Lyman Taylor & Woodworth	Rockford(5m.n.)	do	90 00	do
Lewis & S. Shirley	Shirleys' Mill	do	90 00	do
Andrew Claycomb	Monmouth	Warren	87 00	do
Josiah Topping	Sharon	Walworth	90 00	Wisconsin.
John Teachant	Darine	do	90 00	do
Levi Warren & Reader	Walworth	do	90 00	do
Israel Williams	Spring Prairie	do	90 00	do
Andrew Mills	Richmond	do	90 00	do
Wm. McDougall	La Grange	do	90 00	do
J. H. & J. Fuller & Co	Bloomfield	do	90 00	do
Jno. Monroe, Conklin & Co	Turtle Prairie	do	60 00	do
William Hollinshead	Delevan	do	90 00	do
Joseph Rooker	Burlington	do	90 00	do
Rufus Bellings	Spring Prairie	do	90 00	do
Charles Parsons	Delevan	do	90 00	do
C. L. Douglass & Crooks	La Grange	do	90 00	do
Joel B. Norcross & Hazard	La Grange	do	90 00	do
Samuel Prince	White Water	do	90 00	do
Joseph Whitemore	Lafayette	do	90 00	do
Thomas James	Richmond	do	90 00	do cr. of 3.98
A. C. Kinne & Sanford	La Grange	do	90 00	do
George Colton & Co	Turtle Prairie	do	90 00	do
Jesse De Sales	Yorkville	do	90 00	do
J. D. & F. O. D. Ryder	Hugh Prairie	La Salle	90 00	Illinois.
Tripp, Reynolds & Co	Belvidere	Boone	90 00	do
W. M. Clark & Co		Walworth	120 00	Wisconsin.

STATEMENT—Continued.

Memorandum of orders for reapers not settled for.

Names.	Post office.	County.	Am't.	State.
George D. Parmenter				
L. E. & L. C. Conger				
H. P. Williams				
C. Cheeney				
Ray, Lawson & Ray				
S. S. Fern				
Stevens & Fowler				
Wheeler & Locke				
H. Richardson				
Laudenbach & Bright				
Joseph James				
George Andrews				
Thomas Toblott				
W. Dayton				
Rodney Bumette				
Stewart, De Wight & Co				
Clays & Hopkins				
Whitney, Brown & Hatch	Lee			
Jacob Burch	Will			
Notes on the	*other list now*	*paid.*		
Miller & Co			90 00	
Aaron Warren			31 00	
Habens Meek			80 00	
J. S. Judd			50 00	

Exhibit C.

Know all men by these presents, that I, Charles M. Gray, of the city of Chicago, county of Cook, and State of Illinois, am held and firmly bound to Cyrus H. McCormick, of the city, county, and State aforesaid, in the sum of ten thousand dollars, lawful money of the United States, to be paid the said Cyrus H. McCormick, or to his certain attorney, executors, administrators, or assigns; for which payment to be well and truly made I bind myself, my heirs, executors, and administrators, firmly by these presents.

Sealed with my seal, and dated the twentieth day of December, in the year 1848.

Whereas certain differences and disputes have arisen between the said parties growing out of the partnership affairs, business, and dealings of the late firm of McCormick and Gray; and whereas the said parties have agreed to submit all their said partnership differences and all other differences to arbitration; now, therefore, the condition of the above obligation is such, that if the above bound Charles M. Gray, his executors, and administrators, and every of them, do and shall, for his and their part and behalf, in and by all things well and truly stand to, obey, abide, observe, perform, fulfil, and keep the award, order, arbitrament, final end and determination of the honorable Hugh T. Dickey, sole arbitrator indifferently chosen, elected, and named as well

2676.

by and on the part and behalf of the said Charles M. Gray as by and on the part and behalf of the above named Cyrus H. McCormick, to arbitrate, award, order, judge, and determine, for, upon, touching and concerning all manner of action and actions, cause and causes of action, suits, bills, bonds, specialties, covenants, contracts, promises, accounts, reckonings, sums of money, judgments, executions, quarrels, controversies, trespasses, damage and demands whatever, both at law and in equity, at any time heretofore had, moved, brought, commenced, talked of, threatened, sued, prosecuted, done, suffered, or committed by or between the said parties, so as the award of the said arbitrator be made and set down in writing, under his hand ready to be delivered to the said parties in difference on or before the twentieth day of January next, said hearing to commence on the eighth day of January, 1849; the said arbitration to be conducted upon the principles of the courts of equity, in the decisions of questions arising between parties; provided, that the award so to be made by said arbitrator shall not in any way alter or affect the demands of property and assets in the hands of William B. Ogden as the trustee of said parties, or the agreements between said parties relative to the collection and disposition of said demands, assets, and property, but the same shall remain under the provisions of said contract, then this obligation shall be void, otherwise the same shall remain in full force and authority.

CHARLES M. GRAY. [L. S.]

Sealed and delivered in presence of—
A. C. ADAMS.

Exhibit D.

Award between Cyrus H. McCormick and Charles M. Gray.

It having been submitted to me, by Cyrus H. McCormick and Charles M. Gray, by articles of agreement and submission dated the twentieth day of December, in the year of our Lord one thousand eight hundred and forty-eight, and a supplement thereto dated 19th (nineteenth) January, one thousand eight hundred and forty-nine, to arbitrate and determine certain differences and disputes between them growing out of the partnership affairs, business, and dealings of the late firm of McCormick & Gray, submitting all their said partnership differences and all other differences to me as such arbitrator: And the said parties having appeared before me as such arbitrator on the fourteenth day of January last, and for several days thereafter, together with their respective counsel and witnesses, vouchers and proofs having been then sworn, exhibited, produced, and examined, and the said differences and disputes having been finally submitted to me on the nineteenth day of January last, and it appearing to me that such differences and disputes so existing grew out of the partnership business and dealing of the said late firm of McCormick & Gray, and in the accounts of the said respective parties, and in the claims on their respective parts, one against the other, for alleged breaches of the copart-

nership articles, and in the final settlement and adjustment of all their copartnership business, dealings, and accounts, and all of the same having been by me fully examined and considered, I do find and award as follows, to wit:

I do find that the assets and liabilities of said late firm on the fourteenth day of January last were as they are stated to be in an account of assets and liabilities hereto annexed, and marked A, that is to say:

Real estate constituting assets of said firm, amounting to		$9,406 06
Machinery amounting to		3,637 17
Bills receiveable, &c., for reapers		36,853 15
Iron on hand	$628 14	
238 sickles, $350	833 00	
13 reapers, $120	1,560 00	
		3,021 14
		$52,917 52

Liabilities.

Debt to Fitch, Barry & Co.	$1,802 82
Debt to Seymour & Morgan	1,750 60
Debt to Seymour & Morgan	1,635 29
Debt to O. Orcutt	30 00
Debt to M. & M. Stone	105 00
Debt to H. Rowell	204 08
Debt to George M. Gray	73 75
Debt to Charles M. Gray	4,051 88
Debt to C. H. McCormick	12,050 67
	$21,710 09
Profit and loss	31,207 43
	$52,917 52

And I do, therefore, award as follows:

First. I award out of the money and assets of said firm, whether in the hands of either of said copartners or of their agents, there in the first place be paid the following of said debts and liabilities of said firm, pro rata, until the same shall be fully paid, viz., the above mentioned debts and liabilities, principal and interest, to the time of payment due to Fitch, Barry & Co., Seymour & Morgan, (both claims,) O. Orcutt, M. & M. Stone, H. Rowell, and George M. Gray, and all other outstanding debts, if there should be any found to be omitted in the above account due or coming due by said firm to third persons.

Second. I award that in the next place there be paid to Cyrus H. McCormick, one of said copartners, out of money and assets, the sum of fourteen thousand six hundred and ten dollars, ($14,610) for his patent

fees, as stipulated by the articles of copartnership, for reapers sold by said firm.

Third. I award that in the third place there be paid out of the assets of the said firm, and in the manner hereinafter stated to each of said copartners, viz., to the said Charles M. Gray, and to the said Cyrus H. McCormick, the amount due by said late firm to each of said copartners as stated above, and in the annexed account, marked A, viz., to the said Charles M. Gray, the sum of four thousand and fifty-one dollars and eighty-eight cents, (4,051 88) and to the said Cyrus H. McCormick, the sum of twelve thousand and fifty dollars and sixty-seven cents, (12,050 67) the said two last mentioned sums to be paid to each of said copartners in the manner specified hereinafter fifthly; and the balance coming to said McCormick over and above his half of the real estate and machinery mentioned hereinafter to be paid to him in money.

Fourth. I award that out of the balance of the money and assets of said firm, as profits, after paying the items above mentioned, there be paid to the firm of Ogden & Jones, of Chicago, on account of the sale made to them by the said Charles M. Gray, by deed dated the fifteenth day of January, one thousand eight hundred and forty-eight, one fourth part to Cyrus H. McCormick, one of the said copartners, one fourth part, and to Charles M. Gray, the other of the said copartners, the remaining two fourth parts; the said parts to be paid to each of the said parties, pro rata, as the moneys and assets are received and collected.

Fifth. I do award that the real estate and machinery and their appurtenances, and the tools of the said late firm of McCormick & Gray, amounting together, according to the above statement, to thirteen thousand and forty-three dollars and twenty-three cents, (13,043 23) that is to say, the real estate to nine thousand four hundred and six dollars and six cents, ($9,406 06) and the machinery, &c., to three thousand six hundred and thirty-seven dollars and seventeen cents, (3,637 17) be taken, one half part thereof by each of the said copartners, viz., the said McCormick and the said Gray, at the above mentioned rate, that is to say, ($6,521 61½) six thousand five hundred and twenty-one dollars and sixty-one and a half cents each, and that such appropriation by each of said copartners of one half of the said real estate and machinery at the sum of six thousand five hundred and twenty-one dollars and sixty-one and a half cents (6,521 61½) each, be applied towards the payment of the respective balance due to each of them by the said firm, that is to say, of the balance of twelve thousand and fifty dollars and sixty-seven cents due to the said McCormick, and the balance of four thousand and fifty-one dollars and eighty-eight cents (4,051 88) due the said Charles M. Gray, and that the balance of the said Charles M. Gray's half of said real estate and machinery, over and above the payment of the said sum of $4,051 88, be applied in part payment of the two fourth parts of the profits of said firm, coming to him as awarded fourthly above.

Sixth. I do award that the thirteen reapers belonging to said firm, on

hand and unsold, be sold with all convenient despatch, and at the best price that can be had for the same, and that out of the proceeds thereof there be paid to Cyrus H. McCormick the sum of thirty dollars for each of said reapers so to be sold, as a patent fee; but if the said reapers shall sell for a less amount than one hundred and twenty dollars a piece, then the patent fee aforesaid shall be apportioned to the amount of the sale of each reaper in the same proportion as thirty dollars is to one hundred and twenty dollars, and the said patent fee to be paid as aforesaid upon the sale of the said thirteen reapers shall be deducted from the profits to be divided as above fourthly stated.

Seventh. I do award that the bills, receivable accounts, and debts due the said firm, not already collected, whether in the hands of either of said copartners or their agent or agents, be collected and caused to be collected in money by the said copartners, and each of them, with all reasonable diligence and despatch; and that the iron and sickles on hand mentioned in said account, and all other assets of the said firm, (excepting the real estate and machinery and tools above stated,) not already sold, be sold and converted into money with all convenient and reasonable diligence, and at the best price that can be procured for the same, and the proceeds of all of the above applied in pursuance of the direction and provisions of this award.

Eighth. I do award that all moneys, notes, and other property and assets of said late firm, in the hands or possession of or under the control of either of said copartners, shall be forthwith applied by them, and each of them, according to the terms and provisions of this award.

Ninth. In case any part of the debts mentioned in *in* the first above mentioned item, or of the patent fees mentioned in the second above mentioned item, shall have been paid since the hearing of the arbitration aforesaid, the amount of such payment shall be deducted from the amounts directed thereby to be paid.

Tenth. I do award that all necessary costs and expenses which may be expended or incurred in the sale of any of the copartnership property, and in the collection of the bills receivable and debts due the said firm, shall be paid out of the balance of the partnership moneys and assets fourthly above mentioned, before the whole of such balance shall be finally divided as mentioned in said above mentioned fourth item.

Eleventh. This award shall be a final settlement of the amounts of the late partnership firm of McCormick & Gray, and of the manner in which the assets of said firm are to be paid, appropriated, and applied, and embracing as well the settlement of the accounts of the respective partners as an adjustment of their respective claims one against the other, growing out of their said partnership dealings, and of all differences and matters of difference between the said Cyrus H. McCormick and Charles M. Gray, which have been submitted by the arbitration.

All of which is signed by me in duplicate, as my award in the premises, this twentieth day of March, one thousand eight hundred and forty-nine.

HUGH T. DICKEY.

Schedule A.

Abstract of assets and liabilities of McCormick & Gray, 13th January, 1849.

Date.	Assets.		
1849.			
January 13,	Real estate		$9,406 06
Do.	Machinery		3,637 17
Do.	Bills receivable, &c., for reapers		36,853 15
Do.	Iron on hand	$628 14	
Do.	238 sickles $350	833 00	
Do.	13 reapers $120	1,560 00	3,021 14
			52,917 52

Date.	Liabilities.	
1849.		
January 13,	Note to Fitch, Barry & Co.	1,802 82
Do.	" Seymor & Morgan	1,736 60
Do.	" "	1,635 29
Do.	O. Orcutt	30 00
Do.	M. & M. Stone	105 00
Do.	H. Rowell	204 08
Do.	George M. Gray	73 75
Do.	Charles M. Gray	4,051 88
Do.	C. H. McCormick	12,050 67
		21,710 09
	Profit and loss	31,207 43
		52,917 52

Chicago, 17th March, 1849.

Prepared by JOHN C. DODGE,
And compared, examined, and approved by
HUGH T. DICKEY.

And thereupon, a writ of subpœna was issued, which is as follows, to wit:

"UNITED STATES OF AMERICA,
District of Illinois, sct.

The United States of America, to the marshal of the district of Illinois, greeting:

We command you that you summon Charles M. Gray and William B. Ogden, if they be found in your district, to be and appear before our judges of our circuit court of the United States, for the district of Illinois, at the rule day thereof, to be holden at Springfield, in the district aforesaid, on the first Monday of August next, to answer unto Cyrus H. McCormick in a bill in chancery filed in the clerk's office of said court; and have you then there this writ.

Witness the hon. Roger B. Taney, chief justice of the Supreme Court of the United States of America, at Springfield aforesaid, this 23d day of June, in the year of our Lord one thousand eight hundred and forty-nine, and of our independence the 73d year.

[SEAL.]

W. POPE, *Clerk*.

And on the 13th day of September, A. D. 1849, the aforesaid writ was returned, endorsed as follows, to wit:

Served the within writ on the within named defendants by delivering to each a copy of said writ the 2d day of July, A. D. 1849.

BEN. BOND,
U. S. Marshal,
District of Illinois.

This day, to wit, the 19th day of July, A. D. 1849, came the said defendants, Charles M. Gray and William B. Ogden, by their solicitors, and filed their demurrer to complainants' bill of complaint, which is as follows, to wit:

CIRCUIT COURT OF THE UNITED STATES,
District of Illinois.

In chancery.

The demurrer of Charles M. Gray, one of the defendants to the bill of complaint of Cyrus H. McCormick, complainant.

This defendant, by protestation, not confessing or acknowledging all or any of the matters or things in the said complainants' bill to be true in such manner and form as the same are therein set forth and alleged, doth demur thereto, and for cause of demurrer, showeth that—

1st. There is no sufficient averment to show the jurisdiction of the court, and to bring the case within its jurisdiction.

2d. The said complainant hath not, in and by his said bill, made, or stated such a case as doth, or ought to entitle him to any such discovery or relief as is thereby sought and prayed for, from or against this defendant.

3d. The said complainant hath not, in his said bill, shown how, or

in what manner, he has been injured; does not allege that he has not received all that is his due, nor that his security is endangered.

4th. It does not aver any part of patent fees unpaid, nor that the debt remained unpaid.

5th. The said bill is argumentative, and in other respects erroneous, defective, and insufficient.

Wherefore, this defendant demands the judgment of this honorable court whether he shall be compelled to make any further or other answer to the said bill, or any of the matters and things therein contained, and prays hence to be dismissed, with his reasonable costs in this behalf sustained.

GRANT GOODRICH,
Of sol'r for defendants.
T. N. ARNOLD,
Of counsel.

There is nothing set forth in the bill showing the award to be irregular or defective, or in any respect erroneous, so as to warrant the interposition of this court.

There is no ground of equitable jurisdiction, or for relief, shown in said bill of complaint.

This day, to wit, the 19th of July, in the year of our Lord one thousand eight hundred and forty-nine, came the parties by their solicitors, and the defendant's demurrer to complainant's bill having been argued, and the court not being sufficiently advised, took time to consider.

This day, to wit, the twentieth day of July, A. D. 1849, came the said parties by their solicitors, and the court being now sufficiently advised of and concerning the defendant's demurrer to complainant's bill, heretofore argued, it is considered that the said demurrer be sustained, and that said bill be dismissed at complainant's costs; it is further adjudged that said defendants recover of and from the said complainant, their costs and charges by them about their defence herein expended, and that they have execution, &c.

Whereupon complainants, by Collins, their solicitor, pray an appeal to the Supreme Court.

This day, to wit, the twenty-first day of July, A. D. 1849, came the complainant, by his solicitor, and on his motion it is ordered, that so much of the order and decree of the court heretofore entered, dismissing the said complainant's bill of complaint, and granting an appeal, be vacated and set aside, and that leave be given the said complainant to amend his said bill within sixty days herefrom.

This day, to wit, the twenty-fourth day of December, A. D. 1849, came the complainant, by his solicitor, and presented his amendment to the bill of complaint herein, which being read and fully understood by the court, it is ordered, that leave to said complainant to amend his said bill be refused. It is further ordered that this suit be dismissed. It is therefore ordered that said defendants recover of and from the said

complainant their costs and charges, in their defence herein expended, to be taxed, and that they have execution.

This day, to wit, the twenty-fourth day of December, A. D. 1849, came again the said complainant, by his solicitor, and prayed an appeal herein to the Supreme Court of the United States, which is allowed on his filing a bond with as sureties, in the sum of five hundred dollars: whereupon said complainant filed a bond herein.

The following is a copy of the amendment proposed by the complainant, and denied by the court:

United States circuit court, December term, 1849.

CYRUS H. McCORMICK
vs.
CHARLES M. GRAY and
William B. Ogden.

Amendment of the said bill of complaint.

And your orator, by leave of the court first had and obtained, by way of amendment to his said bill of complaint, further shows, that the sum thus collected by said Gray, and applied by said Gray towards his own capital, instead of being applied by him towards your orator's credit, as it ought to have been done, exceeded the sum of three thousand dollars.

This amendment is to be inserted on page 14 of said bill of complaint where the asterisk (*) is marked.

CYRUS H. McCORMICK,
By his solicitors WILLIAMS & LAWRENCE.

Know all men by these presents, that I, Cyrus H. McCormick, of the city of Chicago, county of Cook, State of Illinois, am held and firmly bound to Charles M. Gray, of the city, county, and State aforesaid, in the sum of ten thousand dollars, lawful money of the United States, to be paid to the said Charles M. Gray, or to his certain attorney, executors, administrators, or assigns; for which payment, to be well and truly made, I bind myself, my heirs, executors, and administrators, firmly by these presents.

Sealed with my seal, and dated this twentieth day of December, in the year 1848.

Whereas certain differences and disputes have arisen between the said parties, growing out of the partnership affairs, business, and dealing of the late firm of McCormick and Gray; and whereas the said parties have agreed to submit all their said partnership differences, and all other differences, to arbitration: now, therefore, the condition of the above obligation is such, that if the above bound Cyrus H. McCormick, his executors, and administrators, and every of them, do and shall, for his and their behalf, in and by all things, well and truly stand to, obey, abide, observe, perform, fulfil, and keep the ward, order, arbitrament, final end, and determination of the honorable Hugh T. Dickey, sole arbitrator, indifferently chosen, elected, and named, as well by and on

the part and behalf of the said Cyrus H. McCormick, as by and on the part and behalf of the above named Charles M. Gray, to arbitrate, award, order, judge, and determine for, upon, touching, and concerning all manner of action and actions, cause and causes of action, suits, bills, bonds, specialities, covenants, contracts, promises, accounts, reckonings, sums of money, judgments, executions, quarrels, controversies, trespasses, damages, and demands, whatever, both at law and in equity, at any time heretofore had, moved, brought, commenced, talked of, threatened, sued, prosecuted, done, suffered, or committed, by or between the said parties, so as the award of the said arbitrator be made and set down in writing, under his hand, ready to be delivered to the said parties in difference, on or before the twentieth day of January next; said hearing to commence on the 8th day of January, 1849. The said arbitration to be conducted on the principles of the courts of equity in the decision of questions arising between parties: provided, that the award so to be made by said arbitrator shall not in any way alter or effect the demands, property, and assets in the hands of William B. Ogden, as the trustee of said parties, or the agreements between said parties, relative to the collecting and disposition of said demands, assets, and property, but the same shall remain and continue under the provisions of said contract, then this obligation shall be void; otherwise, the same shall remain in full force and authority.

C. H. McCORMICK. [SEAL.]

Sealed and delivered in presence of—
JAMES H. COLLINS.

It is hereby stipulated, between the parties to the above articles of submission, that the same are hereby extended in this respect, viz., that the award therein mentioned, contemplated to be made by the arbitrator therein named, may be made and set down in writing, under his hand, ready to be delivered to the said parties in difference at any time within sixty days from and after the twentieth day of January instant, with the same effect to be had and applied thereto as if the same were made and done on or before the 20th of January instant, anything in said articles of agreement and submission to the contrary notwithstanding; and the parties hereto agree to dispense with the performance of the stipulation in said articles, that the hearing of said arbitration shall commence on the 8th day of January instant, and no advantage shall be taken from the same, having been heretofore commenced to be heard on another day.

In witness whereof the parties hereto set their hands and seals, this 19th day of January, A. D. 1849.

C. H. McCORMICK, [SEAL.]
G. M. GRAY. [SEAL.]

GRANT GOODRICH.

Supreme Court of the United States.

CYRUS H. McCORMICK
vs.
CHARLES M. GRAY and William B. Ogden. } In error.

Know all men by these presents, that we, Cyrus H. McCormick and Richard J. Hamilton, are held and firmly bound unto the above named Charles M. Gray and William B. Ogden, in the sum of five hundred dollars, to be paid to the said Charles M. Gray and William B. Ogden, their executors or administrators. To which payment, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our, and each of our, heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this eighth day of December, in the year of our Lord one thousand eight hundred and forty-nine.

Whereas the above named Cyrus H. McCormick hath prosecuted a writ of error to the Supreme Court of the United States, to reverse the judgment rendered in the above entitled suit by the circuit court of the United States for the district of Illinois:

Now, therefore, the condition of this obligation is such, that if the above named Cyrus H. McCormick shall prosecute his said writ of error to effect, and answer all damages and costs if he shall fail to make good his plea, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

C. H. McCORMICK, [SEAL.]
RICH'D J. HAMILTON. [SEAL.]

Sealed and delivered in presence of—
STINTON ZARLEY.

We do hereby authorize E. Peck, esq., or W. Pope, esq., to fill up the blank in the foregoing bond by us subscribed as the United States circuit court shall direct, and to alter or modify said bond, if necessary, so as to conform the same to the order of said court, and to make a proper appeal bond of the same in said cause.

C. H. McCORMICK, [SEAL.]
RICH'D J. HAMILTON. [SEAL.]

I, William Pope, clerk of the circuit court of the United States for the district of Illinois, do hereby certify, that the foregoing is a full, true, and correct copy of the proceedings had in said court in chancery, in a suit entitled as follows, viz., "Cyrus H. McCormick vs. Charles M. Gray and William B. Ogden," as the same appears from the files and of record.

In testimony whereof I have hereto affixed the seal of said court and subscribed my name, this 25th day of February, A. D. 1850, and of our independence the 74th year.

WM. POPE, *Clerk*.